

A.G. Contract No. KR97 0803TRN  
ADOT ECS File: JPA 97-52  
Project: S-366- -541  
Tracs: H 3725 02 C  
Section: U.S.89A; Anadante-Coffee Pot Dr.

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SEDONA

THIS AGREEMENT is entered into 6 June, 1997  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the  
"State" ) and the City of Sedona, acting by and through its Mayor and City Council, ( the "City" ).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on US 89A at the following location.

From centerline roadway station 598+040 west of Anadante to  
centerline roadway station 598+980 at Coffee Pot Dr., a net distance  
of approximately 940 meters.

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NO. <u>21603</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/06/97</u>
<u>James Lee Hall</u> Secretary of State
By <u>Vicky Greenwald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.
2. After City concurrence of the plans, the project will be bid and constructed by the State, using State funds. Upon completion of the work the City shall reimburse the State twenty five percent ( 25% ) of the landscape contract cost, up to a maximum of \$20,000.00.
3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.
4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.
5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.
6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five ( 5 ) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five ( 5 ) years unless either party shall give notice in writing to the other not less than one ( 1 ) month nor more than three ( 3 ) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty ( 60 ) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

KYM  
10/1/97 - 12/1/97  
10/1/97  
11/1/97

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E, Room 293  
Phoenix, AZ. 85007

City of Sedona  
City Manager  
~~2940 Southwest Drive~~ 102 Road Run Drive  
Sedona, AZ. 86336

7. Attached hereto is the written determination of each party's legal council the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SEDONA

STATE OF ARIZONA  
Department of Transportation

By Ivan H. Finley  
IVAN FINLEY  
Mayor

By Peter L. Eno  
PETER L. ENO  
Contract Administrator


ATTEST

By Marie Brown  
MARIE BROWN  
City Clerk

RESOLUTION

BE IT RESOLVED on this 21st day of April 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Sedona for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements on US-89A in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO. 97 - 11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION ENTITLED "INTERGOVERNMENTAL AGREEMENT LANDSCAPE MAINTENANCE BETWEEN THE STATE OF ARIZONA AND THE CITY OF SEDONA", AND PROVIDING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS:

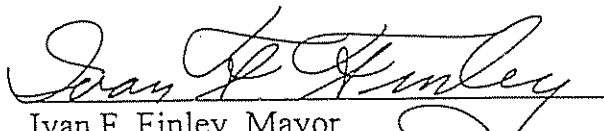
It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on highway US 89A, and the proposed intergovernmental agreement will server to effectuate this result.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

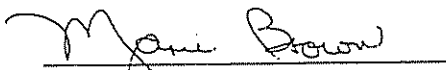
The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Arizona Department of Transportation entitled: "Intergovernmental Agreement Landscape Maintenance between the State of Arizona and the City of Sedona."

The City Manager is authorized to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 27 day of May, 1997.

  
Ivan F. Finley, Mayor

ATTEST:

  
Marie Brown, City Clerk

APPROVAL OF THE SEDONA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 28<sup>th</sup> day of May, 1997.

Jim M. Paldi  
City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0803TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 2, 1997.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/5603